

AMENDMENT NO. 5
TO INTERCONNECTION AGREEMENT
By and Between
WISCONSIN BELL TELEPHONE COMPANY
d/b/a SBC WISCONSIN
AND
AT&T COMMUNICATIONS OF WISCONSIN, L.P.

The Interconnection Agreements (individually, an "Agreement," and collectively, "the Agreements") by and between the below listed AT&T- and TCG-owned Competitive Local Exchange Carriers ("LECs") and SBC Communications-owned Incumbent LECs (collectively, the "Parties") are hereby amended as follows:

(1) The Parties agree to amend the Agreements by deleting the provisions from each Agreement described on Exhibit A attached hereto and made a part hereof for all purposes. Additionally, the Parties agree to amend the billing provision in each of the Agreements by adding the provisions also set forth in Exhibit A hereto to add a reference to the previously executed Unbundled Network Element Platform ("UNE-P") Alternately Billed Service (ABS) Agreement (the "ABS Agreement") to each of the existing Agreements between them in the states of Texas, Oklahoma, Kansas, Missouri, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, California, Nevada, and Connecticut.

(2) The Parties agree that, to the extent any UNE-P ABS provisions in the Agreements are not specifically deleted pursuant to Exhibit A, the ABS Agreement will supersede, replace and modify any applicable provisions governing the subjects of the ABS Agreement currently contained in the underlying Agreements in those states. Any inconsistencies between the provisions of the ABS Agreement and a corresponding provision of the underlying Agreement will be governed by the provisions of the attached ABS Agreement, unless the ABS Agreement itself is specifically and expressly superseded by a future, different ABS Agreement between the Parties.

(3) The Parties further agree that the following language shall be included in any future Interconnection Agreement entered into between the Parties up to August 1, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights:

Alternately Billed Service ("ABS") is a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls. The billing and compensation of UNE-P ABS calls exchanged between AT&T and SBC are governed by a separate 13-state UNE-P ABS Agreement ("ABS Agreement"). CLECs which adopt this Interconnection Agreement pursuant to 252(i) of the Act, must also adopt the ABS Agreement, which is legitimately related to AT&T's Interconnection Agreement.

(4) The Parties agree that the ABS Agreement shall have an independent term of existence commencing on May 1, 2003 and expiring on August 1, 2004 (subject to State Public Utility Commission approval), but THAT IT SHALL NOT MODIFY OR EXTEND THE EFFECTIVE DATE OR TERM OF THE UNDERLYING INTERCONNECTION AGREEMENT OR OTHERWISE AFFECT THE NEGOTIATION AND/OR ARBITRATION OF SUCCESSOR AGREEMENTS BETWEEN THE PARTIES IN THESE STATES.

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(6) This Amendment shall be filed with the Public Utility Commission or equivalent state regulatory commission in the states of Texas, Oklahoma, Kansas, Missouri, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, California, Nevada, and Connecticut.

(7) The Parties disagree as to whether or not the ABS Agreement is required by applicable law to be filed with the state commissions in the SBC 13-STATE area. As a compromise and settlement, the Parties have agreed to file the ABS Agreement as a standalone agreement for approval under Section 251 of the Telecommunications Act of 1996 with the state commissions in the SBC 13-STATE area, but each Party expressly reserves the right to contest in any appropriate court, agency or commission proceeding whether or not the state commissions have jurisdiction (including without limitation, through the application of sections 251 or 252 of the Telecommunications Act of 1996, as amended) over the subject matter of the ABS Agreement; provided, however, that AT&T will not oppose approval of the ABS Agreement by the state commission. The Parties expressly agree to the filing of the ABS Agreement as a result of a settlement of disputes between the Parties and such filing shall not constitute a concession or admission that the state commissions have jurisdiction over the ABS Agreement.

(8) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, released on August 21, 2003, and effective as of October 2, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, signed by and through each Party's duly authorized representative.

AT&T Communications of the Southwest, Inc.,
AT&T Communications of Texas, L.P.
AT&T Communications of California, Inc.,
AT&T Communications of Nevada, Inc.,
AT&T Communications of Illinois, Inc.,
AT&T Communications of Indiana, Inc.,
AT&T Communications of Michigan, Inc.,
AT&T Communications of Ohio, Inc.,
AT&T Communications of Wisconsin, L.P.,
AT&T Communications of New England, Inc.,
TCG Dallas,
Teleport Communications Houston, Inc.,
TCG Kansas City, Inc.,
TCG St. Louis,
TCG Kansas City,
TCG-Los Angeles,
TCG-San Diego,
TCG-San Francisco,
TCG Illinois & TCG Chicago,
TCG Indianapolis,
TCG Detroit,
TCG Milwaukee, Inc.,
TCG Connecticut,
TCG Ohio

Illinois Bell Telephone Company d/b/a SBC
ILLINOIS,
Indiana Bell Telephone Company Incorporated d/b/a
SBC INDIANA,
Michigan Bell Telephone Company d/b/a SBC
MICHIGAN,
Nevada Bell Telephone Company d/b/a SBC
NEVADA,
The Ohio Bell Telephone Company d/b/a SBC
OHIO,
Pacific Bell Telephone Company d/b/a SBC
CALIFORNIA,
The Southern New England Telephone Company,
Southwestern Bell Telephone, L.P. d/b/a SBC
ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC
OKLAHOMA and/or SBC TEXAS,
Wisconsin Bell, Inc. d/b/a SBC WISCONSIN
By SBC Telecommunications, Inc.,
their authorized agent

By: Kathleen Whiteaker
Name: KATHLEEN WHITEAKER
(Print or Type)
Title: DISTRICT MANAGER
Date: 12-17-03

By: Mike Auinbauh
Name: Mike Auinbauh
(Print or Type)
Title: For/President – Industry Markets
Date: FEB 2 2004

EXHIBIT A

Wisconsin – AT&T

The following Agreements are amended by deleting the sections described below and replacing the deleted provisions with the specified provisions:

1. Interconnection Agreement between AT&T Communications of Wisconsin, L.P. and Wisconsin Bell, Inc. d/b/a SBC WISCONSIN effective July 9, 2002:
 - a. Section 27.16 of Article 27 is hereby deleted in its entirety.
 - b. The following provision is hereby inserted in place of the deleted Section 27.16:

Section 27.16: Alternate Billed Calls

27.16.1 Alternately Billing Calls – UNE-P

27.16.1.1 Alternately Billed Service (“ABS”) is a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls. The billing and compensation of UNE-P ABS calls exchanged between AT&T and SBC are governed by a separate 13-state UNE-P ABS Agreement (“ABS Agreement”). CLECs which adopt AT&T’s Interconnection Agreement pursuant to 252(i) of the Act, must also adopt the ABS Agreement which is legitimately related to AT&T’s Interconnection Agreement.

27.16.1.2 The Parties agree that the ABS Agreement will supersede, replace and modify any applicable provisions governing the subjects of the ABS Agreement currently contained in this Agreement, including specifically Section 27.16 as it existed prior to the execution of the ABS Agreement. Any inconsistencies between the provisions of the ABS Agreement and a corresponding provision of the underlying ICA will be governed by the provisions of the ABS Agreement, unless the ABS Agreement itself is specifically and expressly superseded by a future, different ABS Agreement between the Parties.

27.16.1.3 The Parties further agree that the language in 27.16.1.1 above shall be included in any future successor or replacement to this Agreement entered into between the Parties up to August 1, 2004 whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights:

27.16.1.4 The Parties agree that the ABS Agreement shall have an independent term of existence commencing effective as of May 1, 2003 and expiring on August 1, 2004, but THAT IT SHALL NOT MODIFY OR EXTEND THE EFFECTIVE DATE OR TERM OF THE UNDERLYING INTERCONNECTION AGREEMENT OR OTHERWISE AFFECT THE NEGOTIATION AND/OR ARBITRATION OF SUCCESSOR AGREEMENTS BETWEEN THE PARTIES IN THESE STATES.

27.16.2 Alternately Billed Calls - Resale Services

27.16.2.1 Calls that are placed using the services of SBC WISCONSIN or another LEC or LSP and billed to a Resale service line of AT&T are called "Incollects." Calls that are placed using an AT&T Resale service line and billed to an SBC WISCONSIN line or other LEC or LSP are called "Outcollects."

27.16.2.2 Outcollects: SBC WISCONSIN will provide to AT&T the unrated message detail that originates from an AT&T subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SBC WISCONSIN has agreed to transmit such data on a daily basis. AT&T as the Local Service Provider ("LSP") will be deemed the earning company and will be responsible for rating the message at AT&T tariffed rates and AT&T will be responsible for providing the billing message detail to the billing company for end user billing. AT&T will be compensated by the billing company for the revenue it is due. A per-message charge for SBC WISCONSIN's transmission of Outcollect messages to AT&T is applicable, and SBC WISCONSIN will bill AT&T for the transmission charge set forth in the Pricing Schedule. In addition, AT&T will compensate SBC WISCONSIN for the receipt of the IntraLATA toll message.

27.16.2.3 Incollects: For messages that originate from a number other than the billing number and that are billable to AT&T customers ("Incollects"), SBC WISCONSIN will provide the rated messages it receives from the CMDS1 network or which SBC WISCONSIN records (non-ICS) to AT&T for billing to AT&T's end-users. SBC WISCONSIN will transmit such data on a daily basis. SBC WISCONSIN will credit AT&T the Billing and Collection ("B&C") fee set forth in the Pricing Schedule for billing the Incollects. AT&T and SBC WISCONSIN have stipulated that a per message charge for SBC WISCONSIN's transmission of Incollect messages to AT&T is applicable, and SBC WISCONSIN will bill AT&T for the transmission charge set forth in the Pricing Schedule.